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was sought by another to prevent the board from acting, on the ground that the statute vested the board with judicial powers and was, therefore, unconstitutional. *Held*, that the injunction be granted. *Board of Water Engineers v. McKnight*, 229 S. W. 301 (Tex.).

For a discussion of the principles involved, see NOTES, *supra*, p. 450.

CONTRACTS — CONSTRUCTION OF CONTRACTS — NATURE OF SHIPPING DOCUMENTS TO BE TENDERED UNDER C. I. F. CONTRACT. — The plaintiff made a c. i. f. contract for the sale of goods to the defendant. The plaintiff duly tendered a document purporting to be a bill of lading, stating the goods to have been "received . . . to be transported by the SS. Anglia . . . or failing shipment by said steamer in and upon a following steamer." The defendant refused to accept this as a bill of lading. *Held*, that the plaintiff is not entitled to the price. *Diamond Alkali Export Corporation v. Bourgeois*, [1921] 3 K. B. 443.

Under a c. i. f. contract the purchaser agrees to pay cash against shipping documents, including a bill of lading. See *C. Groom, Ltd. v. Barber*, [1915] 1 K. B. 316, 324; *Ireland v. Livingston*, L. R. 5 H. L. 395, 406; *Smith Co. v. Moscahlades*, 193 App. Div. 126, 129, 183 N. Y. Supp. 500, 503. What is a bill of lading within the meaning of the contract is a question of construction, to be determined largely by the sense given the words by business custom. An instrument acknowledging receipt by the carrier of goods to be shipped on a named or any other vessel does not fulfill all the requirements sometimes laid down for bills of lading. See *Rowley v. Bigelow*, 12 Pick. (Mass.) 307, 314; *The Caroline Miller*, 53 Fed. 136, 138 (S. D. N. Y.). But in modern business large-scale shipping often necessitates the acceptance of goods without naming the forwarding ship. And the English Privy Council has recently held that a document such as that refused in the principal case is a bill of lading within the Admiralty Act, 1861. *The Ship "Marlborough Hill" v. Alex. Cowan & Sons, Ltd.*, [1921] 1 A. C. 444. It is difficult to reach a definite conclusion on such a question of construction without an examination of the evidence as to business custom; but it seems likely that the view of the court in the principal case will not be universally followed.

COSTS — SUIT-MONEY FOR THE DEFENDANT WIFE IN A DIVORCE ACTION. — The husband sued for divorce on the ground of adultery. *Pendente lite*, the wife applied for the usual order for costs for her defense, filing an affidavit as to the merits, but not specifically denying the adultery. From an order that the husband pay her costs already incurred and lodge further security in court, the husband appealed. *Held*, that the appeal be dismissed. *Franklin v. Franklin*, [1921] P. 407.

For a discussion of the principles involved, see NOTES, *supra*, p. 464.

CRIMINAL LAW — PUBLIC TORTS — MISTAKE OF FACT. — A statute made it an offense punishable by fine and imprisonment to sell cider that is intoxicating. The defendant sold such cider, but introduced evidence that he did not know it was intoxicating. The judge refused to allow that issue to go to the jury, on the ground that it was no defense. *Held*, that mistake of fact is a defense in an action under this statute. *Coury v. State*, 200 Pac. 871 (Okla.).

For a discussion of the principles involved, see NOTES, *supra*, p. 462.

ESTOPPEL — TRANSFER OF PLEDGE INTEREST IN CHATTELS BY ESTOPPEL. — A delivered jewels to B, purporting to pledge them as his own for an advance made him by B. A had no interest in the jewels, but later he lent money to the true owner of them and obtained an agreement from the latter that they should stand pledged to A as security for this loan. The owner did not know